

SECTION G Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA FOR MINIMUM GUARANTEE

AA: 97X4930.5F20 000 C1013 0 068142 2F 255011

MIPR
DAPMZ29304

AMOUNT: \$10,000.00

CLAUSES INCORPORATED BY FULL TEXT

ACCOUNTING AND APPROPRIATION DATA (SEP 2001 – DITCO/DTS6)

- a. Accounting and Appropriation Data will be cited in individual task orders placed under resultant contract(s).
- b. Individual task orders issued in accordance with Section I, FAR 52.232-18, Availability of Funds, will be annotated accordingly.

AUTHORIZED ORDERING OFFICES (AUG 2001 – DITCO/DTS6)

Duly appointed Contracting Officers at any DISA/DITCO field offices are authorized to issue task orders, and modifications thereto, against any resultant contract(s).

52.201-9200 CONTRACTING AND ADMINISTRATIVE AUTHORITY (JUN 1996)
(G500 Previously)

a. The contract will be administered by the Defense Information Technology Contracting Organization (DITCO). The Contracting Officer (CO) at DITCO-Scott/AQSS32, 2300 East Drive, Scott Air Force Base, IL 62225-5406, is the only person authorized to approve changes or modify any of the requirements contained elsewhere in this contract; the said authority remains solely with the CO. In the event the contractor effects any such change at the direction of any other person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract costs to cover any increase incurred as a result thereof.

b. The contractor shall submit requests for modifications of this contract to the CO with a copy of the request to the CO's representative as designated in the CO's representative appointment letter.

c. Contractual problems, of any nature, that may arise during the life of this contract must be handled in conformance with very specific public laws and regulations (i.e., Federal Acquisition Regulation). Only the CO is authorized to formally resolve such problems. Therefore, the contractor is hereby directed to bring all such contractual problems to the immediate attention of the CO.

d. Request for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the CO.

e. The KO may assign certain administration functions to a cognizant Contract Administration Office (CAO) by a specific letter of delegation. All functions not specifically delegated to the CAO will be retained by DITCO/ AQSS32, Scott AFB, IL unless otherwise prohibited by statute or regulation.

52.215-9110 TASK ORDERING
(IAW FAR 15.204-2(g))

The following provision defines the process by which (a) fair opportunity for award will be afforded; (b) task orders will be processed and priced; and (c) how a TO will be awarded. It also defines (d) resolution of issues and (e) the role of Ombudsman at DISA. Please note that careful attention should be paid to those areas in which the procedures/processes/provisions changes due to use of a different contract type/pricing methodology.

a. Fair Opportunity Consideration. One or more TOs may be issued during the performance period of this contract. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Contracting Officer will provide all awardees a “fair opportunity” to be considered for each order in excess of \$2,500, unless one of the conditions, below, applies.

(1) The agency need for such services is of such urgency that providing such opportunity would result in unacceptable delays.

(2) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized.

(3) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order.

(4) It is necessary to place an order to satisfy a minimum guarantee.

b. Selection Criteria for Awarding Task Order. The Government will evaluate the proposals against established selection criteria. The Government’s award decision will be based, as a minimum, on selection criteria which addresses past performance, technical/management approach and cost. Evaluation of past performance will be based on each vendor’s original proposal’s past performance data, as supplemented by the Government and contractor during the life of the contract. As work proceeds under this contract, it is probable that the past performance data submitted with the original contract proposal will be disregarded for current performance reports received on task orders performed under this contract. In addition, individual task order selection criteria may include other factor(s) relevant to the particular TO. The order of importance for the factors will be identified in each individual requirement.

c. Proposal Process.

(1) The Contracting Officer will issue a TO proposal request to all contractors. If a fair opportunity exception applies, the TO proposal request will be issued to one contractor. The TO proposal request will include a due date for proposal submission and a statement of work (SOW) which includes a detailed description of work to be accomplished, a listing of the deliverables required, and additional data as appropriate. The TO proposal request will also include specific instructions for the submission of proposals, the selection criteria factors, the factors’ order of importance and other information deemed appropriate.

(2) Vendors will usually be allowed seven (7) calendar days to prepare and submit proposals. However, more or less time may be allowed based on the requirement. The due date will be set forth in each TO proposal request. If unable to perform a requirement, the vendor may submit a “no bid” reply for the TO proposal request. All “no bids” shall include a brief statement as to why the vendor is unable to perform (i.e., conflict of interest).

(3) Technical Proposals. The TO proposal request will state whether an oral proposal is required in addition to, or instead of, the written technical proposals. Technical proposal information shall be streamlined, e.g., the Government anticipates proposals consisting of ten (10) pages or less stating compliance or exception to TO requirements, risks, assumptions and conflict of interest issues. Proposals shall not merely restate SOW requirements. Both oral and written technical proposals shall address, as a minimum:

- Technical approach
- Key personnel
- Quantities/hours of personnel by labor categories
- Other Direct Costs (ODCs)
- Risks
- Period of performance
- Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI)
- Security (including clearance level)
- Teaming arrangement to include any subcontracting
- Certification statement (Section H, Nondisclosure of Sensitive and/or Proprietary Data)

(4) Cost Proposals. A written cost proposal will always be required. This area of the proposal shall include detailed cost/price amounts of all resources required to accomplish the task, (i.e. labor hours, rates, travel, incidental equipment, etc.). For Cost Reimbursable type orders only, both “sanitized” and “unsanitized” cost proposals will be required. “Unsanitized” cost proposals are complete cost proposals which include all required information. “Sanitized” cost proposals shall exclude all company proprietary or sensitive data, but must include a breakdown of the total labor hours proposed and a breakout of the types and associated costs of all proposed ODCs. Unless noted below, unsanitized proposals will only be provided to the Contracting Officer, while sanitized proposal is provided to the Task Monitor. When competing for task order awards under the fair opportunity process, the contractor is permitted to propose labor rates that are lower than those originally proposed and established in the Section B Labor Rate Tables. The contractor shall fully explain the basis for proposing lower rates. The proposed, reduced labor rates will not be subject to audit, however, the rates will be reviewed for realism to ensure the Government will not be placed at risk of nonperformance. The reduced labor rates will apply only to the respective task order and will not change the fixed rates in the Section B Labor Rate Tables. The level of detail required shall be primarily based on the contract type planned for use, as further discussed below.

(i) Firm Fixed Price (FFP) and Time-and-Materials (T&M). The proposal shall identify labor categories, in accordance with the Labor Rate Tables contained in Section B, and the number of hours required for performance of the task. The proposal must identify and justify use of all non-labor cost elements. It must also identify any Government-Furnished Equipment (GFE) and/or Government Furnished Information (GFI) required for task performance. If travel is specified in the TO statement of work, airfare and per diem rates by total days, number of trips and number of contractor employees traveling shall be included in the cost proposal.

(ii) Cost-Reimbursement. Cost/price proposals shall include, as a minimum, a complete Work Breakdown Structure (WBS), which coincides with the detailed technical approach; and provides proposed labor categories, hours, wage rates, direct/indirect rates, ODCs, and profit/fee. Cost-reimbursement proposals shall be submitted in accordance with FAR 52.215-20 - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.

(iii) Other Relevant Information. This information shall always be in writing and shall address other relevant information as required by the contract or requested by the TO proposal request. The contractor shall assume all costs associated with preparation of proposals for task order awards under the fair opportunity process as an indirect charge. The Government will not reimburse awardees for fair opportunity proposals as a direct charge.

(iv) Clarification of Proposals. Proposals will be evaluated in accordance with selection criteria set forth in the TO proposal request. If necessary, during the evaluation of proposals, the Government may contact an awardee with questions concerning its proposal. Upon completion of evaluations, the Contracting Officer will issue a TO to the awardee whose proposal is most advantageous to the Government.

d. Resolution of Issues. In the event issues pertaining to a proposed task cannot be resolved to the satisfaction of the Contracting Officer, the Contracting Officer reserves the right to withdraw and cancel the proposed task. In such event, the contractor shall be notified, via letter, of the Contracting Officer's decision. This decision shall be final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."

e. Task Order Issuance. TOs may be issued by mail or facsimile on a DD Form 1155, Order for Supplies and Services. TOs may also be issued as an unsigned Electronic Task Order (ETO) via electronic commerce. It is anticipated that all TOs will be issued as ETOs via electronic commerce. Initially, ETOs will be issued via electronic mail, and subsequently, via Electronic Commerce/Electronic Data Interchange (EC/EDI).

f. Unauthorized Work. The contractor is not authorized at any time to commence task order performance prior to issuance of a signed TO or other written approval provided by the Contracting Officer to begin work.

g. Task Funding Restrictions. No unfunded tasks are allowed.

h. Changes in Time-and-Materials (T&M) Task Orders. The contractor shall provide written notification to the Contracting Officer and TM, and obtain Contracting Officer approval, prior to making changes to the labor mix on operating TOs, if the change in hours is more than fifteen (15) percent higher than the hours originally proposed in that labor category, or if any new labor category (i.e. a category not originally proposed for this TO) is intended for use under the TO. The contractor shall submit a revised cost proposal to show original amount/award, proposed revised amount and difference.

i. DISA Ombudsman. In accordance with FAR 16.505(a)(6), no protest under FAR Subpart 33.1 is authorized in connection with KO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The Deputy Director for Procurement & Logistics has been designated as the DISA Ombudsman. The DISA Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the DISA Ombudsman may be forwarded to:

**Deputy Director for Acquisition, Logistics, and Facilities
DISA/ACQ
5111 Leesburg Pike
Suite 900, Skyline 5
Falls Church VA 22041-3206
Phone: (703) 681-2270**

52.242-9100 PREPARATION OF VOUCHERS (FEB 1998)
(IAW FAR 42.703)

a. General.

(1) SF-1034, "Public Voucher for Purchases and Services Other than Personal," shall be prepared and submitted for payments under this contract.

(2) Pursuant to DFARS 242.803(b), the provisions of FAR 42.7 and 42.8, responsibility for cost administration of this contract for cost-reimbursement task orders and T&M task orders which include Other Direct Costs (ODCs) is assigned to the cognizant Defense Contract Audit Agency (DCAA), as follows: If DCAA authorizes the contractor to submit vouchers directly to the paying office, then a copy of the authorization and the voucher shall be submitted directly to the paying office specified in paragraph a(4), below, for all task order types.

(3) To ensure the timely processing of the contractor's payment, T&M vouchers which include ODCs and cost-reimbursement vouchers shall be forwarded in original and three copies simultaneously, as follows:

(a) Original to the cognizant DCAA Auditor (for administrative review, provisional approval and forwarding to the Finance Office listed in (4) below),

(b) The Finance Office listed in (4) below,

(c) The task monitor listed on the awarded task order (address will be shown on the task order).

(4) To ensure timely processing of the contractor's invoices, FFP vouchers and T&M vouchers for labor only do not have to be submitted through DCAA. FFP vouchers shall be forwarded simultaneously to the:

(a) Finance Office at the following address for payment:

**DITCO AQSC4/FMO
2300 East Drive
Scott AFB, IL 62225-5406**

(b) The TM listed on the awarded task order (address will be shown on the task order).

(5) All vouchers submitted to the Government shall delineate cost by:

- * Contract number
- * Task order number
- * Corresponding accounting and appropriation data
- * Contract Line Item Number (CLIN)
- * Any additional information required by specific payment clauses (e.g. 52.232-25, Prompt Payment)

(6) The TM will forward a copy of the certified voucher to the DITCO Financial Management Services Division (DTC4) at INVOICERECEIPT@scott.disa.mil within five days of invoice receipt. If acceptance/rejection is not received from the TM within seven (7) calendar days, TM acceptance is assumed and the invoice will be processed for payment. The TM shall contact the contractor directly to obtain additional invoice copies in the event original invoices were not received by the TM.

b. Billing Instructions.

(1) T&M type vouchers, and required support documentation/justification, shall be submitted pursuant to FAR 52.232-7, except the withholding of 5%. For the purposes of this contract, the 5% withholding is waived. See Section I, FAR 52.232-7, "Payments Under Time and Materials and Labor Hours Contracts."

(2) Cost-reimbursement vouchers shall be submitted pursuant to FAR 52.216-7, "Allowable Cost And Payment," and must specify as a minimum, the following information for the billing period:

(a) The total price for the current billing period and the cumulative amount billed for the current fiscal year. The current price and total cumulative price will be shown by CLIN/Sub-Contract Line Item Number (SLIN).

(b) Within ninety (90) days after the end of each of its fiscal years for estimating, accumulating, and reporting task order costs, the contractor shall submit a proposed final indirect submission pursuant to FAR 52.216-7(d)(2).

(c) Completion Voucher.

(i) The completion voucher is the last voucher to be submitted on a task order.

(ii) FAR 52.216-7(h) requires the contractor to submit the completion voucher following completion of the work under the contract task order. However, prior to submitting the completion voucher, DCAA must have completed an audit of the contractor's incurred costs relating to the contract task order.

252.201-9100

CONTRACT MANAGEMENT (IAW DFARS 201.602-2)

(FEB 1998)

Notwithstanding the contractor's responsibility for overall management during the performance of this contract, the administration of this contract requires maximum coordination between the Government and the contractor. The following individuals will be the Government points of contact during performance of this contract:

a. Contracting Officer (KO).

(1) All contract administration will be accomplished by the DITCO KO, unless otherwise delegated in accordance with Section G, Contracting and Administrative Authority, above. All communications pertaining to administrative contractual matters shall be addressed to the KO.

(2) The KO may designate individuals to act as Contracting Officer's Representative (COR) or as Task Monitor (TM) under any resultant contract or task order. Such representative will be designated by a letter of appointment from the KO in the technical phase of the work, but will not be authorized to change any of the terms and conditions of the contract or task order. CORs will be designated by a letter of appointment from the KO. TMs are identified in the statement of work (SOW) or performance work statement (PWS) and are automatically designated upon award of a task order. Specific TM duties are described in the Encore Task Order Guidelines.

b. Task Monitor (TM). Customer agencies identify TMs who are responsible for defining requirements, funding the work to be performed, monitoring and evaluating the contractor's performance, providing technical support to the KO on TO issues, and providing acceptance and rejection information to the DITCO Financial Management Services Division (DTC4) for all invoice processing.

(1) At task order award, the TM will be designated on authority of the KO to monitor and coordinate all technical aspects and assist in the administration of individual task orders.

(2) All contacts with all agencies of the Government and interface with other contractors required in the performance of this contract shall be accomplished only through the direction and with the coordination of the TM. The contractor will receive copies of COR designation letters stating the responsibilities and limitations. The responsibilities and limitation of TMs are contained in the GEMS Task Order Guidelines.

c. Technical Coordination.

(1) Performance of work under this contract shall be in compliance with the statement of work and any approved task orders.

(2) All technical coordination shall remain within the scope of this contract and that of individual task orders. No oral statements of any person whatsoever shall in any manner or degree modify or otherwise affect the terms of this contract or of the TOs. Technical coordination shall not result in any action that:

(a) Constitutes an assignment of additional work outside the SOW or task order.

(b) Constitutes a change as defined in the contract clauses 52.243-1, Changes - Fixed-Price, 52.243-2, Changes - Cost-Reimbursement, and 52.243-3, Changes - Time-and-Material or Labor-Hours, as applicable.

(c) Causes an increase in the total contract ceiling amount, task order price, or the time required for contract or task order performance.

(d) Changes in any of the expressed terms, conditions or specifications of the contract or task order.

(e) Interfere with the contractor's right to perform the terms and conditions of the contract.